

RESOLUTION NO. 2018-14

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH CURRIE SOWARDS AGUILA ARCHITECTS, INC. FOR THE COMMUNITY CENTER PHASE III PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) has engaged the services of Currie Sowards Aguila Architects, Inc. (the “Consultant”) with respect to the Village’s Community Center Project since 1998; and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit “A,” (the “Proposal”) for architectural and design services for the Community Center Phase III Project (the “Project”); and

WHEREAS, the Village Council desires to engage the Consultant for the Project and authorize the Village Manager to negotiate and execute an agreement with the Consultant consistent with the Proposal and the professional services agreement entered into between the Village and Consultant; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authorization.** The Village Manager is hereby authorized to negotiate and execute an agreement in an amount not to exceed \$47,500.00 with the Consultant for the

Project that is consistent with the Proposal attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 24th day of April, 2018.



MAYOR MAYRA PEÑA LINDSAY

ATTEST:


JENNIFER MEDINA, CMC
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY



Robert G. Currie, FAIA
Jess M. Sowards, AIA, LEED AP
José N. Aguila, AIA, LEED AP

AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

January 22, 2018

Mr. Todd Hofferberth
Parks & Recreation Director
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

thofferberth@keyciscayne.fl.gov

c/o Paul Abbott, HPF Associates, Inc.
13400 Running Water Rd.
Palm Beach Gardens, Florida 33418

ptgbhtl@aol.com

**Re: Village of Key Biscayne Recreation Center – North Expansion
Project No. 180102**

This confirms your request for CURRIE SOWARDS AGUILA ARCHITECTS (the Architect) to provide professional architectural services for the above referenced Project as detailed herein for The Village of Key Biscayne (The Client).

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

The scope of Professional Services as described in this Agreement generally consists of reviewing of the expansion program as prepared by Ballard*King with the Client and selected Village staff to better define the building expansion. Our project understanding is that the existing facility will expand north into the existing park site to accommodate the new function spaces as well as a new pool and deck space and new parking below. Services will be phased to generally include the following tasks:

Phase 1:

- A. Program review and site analysis.
- B. Conceptual Design.
- C. Meetings and presentation with Village staff.
- D. Preparation of presentation graphics and other material.
- E. Public presentation(s).

Phase 2:

- F. Preparation of documents for site plan approval.
- G. Preparation of bid, permit, and construction documents.
- H. Limited construction administration.
- I. Design team consultants to be determined at a later time as/when needed.

Architecture, Planning, Interiors, Sustainable Design

The first phase of this agreement will include items "A" through "E" above. Additional tasks will be performed as requested by the Client for additional fees. Services for this first phase includes a maximum of six (6) site visits for meetings with staff and/or presentations.

ARTICLE 2 – FEES

Professional fees for items "A" through "E" noted above will be provided at the firm's standard hourly rates as listed below, plus direct reimbursable expenses, which will not exceed **Forty-Seven Thousand Seven Hundred and Fifty Dollars (\$47,750.00) and No Cents** unless otherwise approved by the Client. The Architect will advise the Client when services reach a point of ninety percent (90%) of maximum fee for authorization to continue with the work.

Additional services requested shall be provided at an agreed fee amount or in the absence of said agreement at the firm's standard hourly rates which are listed as follows:

A.	Principal Architect	\$225.00
B.	Project Architect	\$185.00
C.	Project Manager	\$155.00
D.	CADD Technician I	\$ 95.00
E.	CADD Technician II	\$ 85.00
F.	Support Staff	\$ 65.00

Direct project expenses (reimbursable expenses) **are in addition to** compensation described above and include, but are not limited to, actual expenditures made by the Architect or its consultants in the interest of the Project as follows:

A.	Reproductions at cost
B.	In-house black and white <i>plotting</i> at the rate of \$1.15 per sheet
C.	In-house color <i>plotting</i> at the rate of \$36.00 per sheet
D.	Half-scale black & white <i>copies</i> at the rate of \$0.25
E.	Half-scale color <i>copies</i> at the rate of \$0.75
F.	Mileage at the current rate of \$0.54 Cents per mile
G.	Permit or agency submittal/review fees

Additional services requested to be performed by outside consultants, such as civil engineering, Landscaping, MEP engineering, etc., will be invoiced at cost plus an administrative fee of ten (10%) percent.


ARTICLE 3 - MISCELLANEOUS

Payment on account of the Architect's services, as well as any direct project expenses, shall be made within thirty (30) days of invoice date for services rendered and/or expenses incurred.

Signatures on the following page



Date: April 25, 2018



CLIENT (Signature)

John C. Gilbert, Village Manager
(Printed name and title)

Date: January 22, 2018



ARCHITECT (Signature)

José N. Aguila, Principal, AIA, LEED AP
(Printed name and title)

